



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686.00), Transit Facility Cleaning (\$38,456.50) and Hutchins Street Square Landscape Maintenance (\$27,625.13)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$46,686.00, transit facility cleaning in the amount of \$38,456.50 and Hutchins Street Square landscape maintenance in the amount of \$27,625.13.

BACKGROUND INFORMATION: UCP has been working for the Public Works Department since 2000 at several City facilities. Staff is proposing to contract with UCP for downtown cleaning, transit facility cleaning and Hutchins Street Square landscape maintenance. In the downtown area, emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal; the transit facility cleaning addresses the grounds surrounding Lodi Station, the Lodi Parking Structure, and sheltered bus stops; and work at Hutchins Street Square includes weekly landscape maintenance, such as mowing, edging and shrub trimming.

The UCP program provides meaningful work for the disabled. Each UCP crew is composed of four persons plus a supervisor. The program includes transportation and direct supervision for the crew at the following contract rates: \$46.50 per hour for the downtown cleaning and transit facility cleaning, and \$45.25 for the Hutchins Street Square landscape maintenance. UCP is the only known nonprofit organization that pays the disabled the State minimum wage. Other organizations are known to pay crew members less and cite additional benefits such as training, transportation, supervision, and overhead as reasons for below-minimum wage compensation. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

Per Lodi Municipal Code Section 3.20.070, Bidding, the bidding process may be dispensed when the City Council determines that the purchase or method of purchase is in the best interests of the City. Staff recommends waiving the method of receiving competitive bids since it is advantageous for the City to receive this service at a very competitive price.

FISCAL IMPACT: Maintaining a clean downtown core, transit facility and Hutchins Street Square enhances the appearance of Lodi, resulting in increased visitation and sales tax generation.

APPROVED:

A handwritten signature in black ink, appearing to read "Konrad Bartlam", written over a horizontal line.

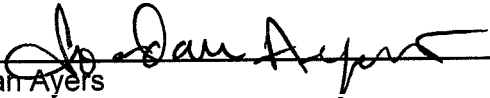
Konrad Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contracts for Fiscal Year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for Downtown Cleaning (\$46,686.00), Transit Facility Cleaning (\$38,456.50) and Hutchins Street Square Landscape Maintenance (\$27,625.13)

June 20, 2012

Page 2

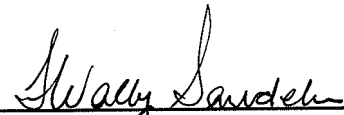
FUNDING AVAILABLE: Street Fund (3215037) - \$46,686.00
Transit Fund (125052) - \$38,456.50
HSS Fund (347115) - \$27,625.13



Jordan Ayers
Deputy City Manager/Internal Services Director



Jeff Hood
Interim Parks, Recreation & Cultural Services Director



F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer

FWS/KMG/pmf

cc: Deputy Public Works Director - Utilities
Compliance Engineer
Building and Event Supervisor
Downtown Lodi Business Partnership

Contract for "Downtown Lodi Cleaning Crew"

This contract agreement is made and entered into this 1st day of July 2012 between the United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Downtown Lodi Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2012 will provide services associated with the "Downtown Lodi Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Downtown Lodi Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Downtown Lodi Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Downtown Lodi Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Downtown Lodi Cleaning" project's duties as outlined by the City of Lodi include:

- Work hours, Monday – Friday, 7:00 a.m. – 11:00 a.m., except holidays
- Empty trash containers Monday & Friday
- Clean all Downtown furniture weekly, dust benches, bollards, light standards
- Blow and collect leaves
- Remove litter, broken glass, cleanup spills
- Remove fallen leaves weekly
- Wash sidewalk areas around trash containers monthly
- Report hazards immediately – broken tree limbs, loose pavers, bent signs etc...

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each

- service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The Contractor will perform "Downtown Lodi Cleaning" as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated Downtown areas receive adequate cleaning for the month. For convenience and safety UCP agrees to begin cleaning Downtown at 7:00 a.m. – 11:00 a.m., Monday through Friday.
 3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s)/supervisor(s) will remain on-site, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
 4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Downtown Lodi Cleaning" services rendered.
 5. Detailed tracking documents and the invoice will be submitted to the Customer on a monthly basis.
 6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations not be negatively affected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
 7. Notwithstanding the provisions of section 5 below under the Customer's responsibilities, all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.

The Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Downtown Lodi Cleaning".
2. The Customer will provide all Contractor crewmembers with "Downtown Lodi Cleaning" supplies and equipment specific to 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

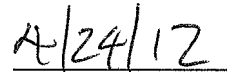
Downtown Lodi Cleaning Cost Projection

| FY12-13 | July | August | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | Total |
|-------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|--------------------|
| Hrs. Serviced | 84 | 92 | 76 | 92 | 80 | 76 | 84 | 80 | 84 | 88 | 88 | 80 | 1,004 |
| Cleaning Cost Per Hr. | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | |
| Cleaning Cost Per Month | \$3,906 | \$4,278 | \$3,534 | \$4,278 | \$3,720 | \$3,534 | \$3,906 | \$3,720 | \$3,906 | \$4,092 | \$4,092 | \$3,720 | \$46,686.00 |

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in this agreement and its attachments:



Signature of Contractor Representative



Date

Signature of Customer Representative
Konradt Bartlam, City Manager

Date

ATTEST:

APPROVED AS TO FORM:

Randi Johl, City Clerk

D. Stephen Schwabauer
City Attorney



2012-2013 Downtown Lodi Schedule

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 Days Worked

Contract for "Transit Facility Cleaning"

This contract agreement is made and entered into this 1st day of July, 2012 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and the City of Lodi, (hereafter referred to as the Customer). This contract intends to define the responsibilities associated with the provision of a "Transit Facility Cleaning" service by the Contractor for the Customer. The Contractor, beginning July 1, 2012, will provide services associated with the "Transit Facility Cleaning" project. The duties outlined in the contract will not officially begin until Customer specifies.

The services for "Transit Facility Cleaning" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract, the City of Lodi's specific needs for "Transit Facility Cleaning" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

In addition to the terms outlined between the Contractor and the Customer, both parties agree that:

- a) No alterations or variation of the terms of the contract shall be valid unless made in writing and signed by the Contractor and the Customer and no oral understanding or agreement not incorporated in the contract shall be binding on either party to the contract.
- b) Implementation of this contract cannot occur until both parties have approved the terms specified in the contract.
- c) The Customer retains the right to use the crew for other "cleaning projects" by mutual agreement between the Customer and Contractor. Additional charges for other projects will be assessed prior to beginning any project not related to "Transit Facility Cleaning".

It is suggested that the Customer, upon agreement of these terms, supply the Contractor an outline of specific responsibilities related to the "Transit Facility Cleaning" projects duties as outlined by the City of Lodi. Specific responsibilities for all parking lots include removal of litter, debris, leaves, and weeds as needed. At the Lodi Station Parking structure, specific responsibilities include those itemized above as well as washing down spilled or leaked fluids and emptying trash containers.

The Contractor's Responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at cost to the Customer.
2. The Contractor will perform "Transit Facility Cleaning" for City owned facilities such as the Lodi Train Station, the Lodi Station Parking Structure and Grapeline bus shelter as designated by the Streets & Drainage Manager. The cleaning schedule will be a rotating schedule to ensure all designated areas receive adequate cleaning for the month. For convenience and safety UCP agrees to arrive at the lots no earlier than 4:30 p.m. (Weekends, if necessary, will be excluded

from the 4:30 p.m. start time.) The Contractor will also collect garbage from bus stops as needed. The Contractor will be responsible for the bus stops mentioned in Exhibit A.

Bus Stops Exhibit A

Target, Lowe's, Lower Sacramento N/Elm, Lower Sacramento by Meritage Apts, Salisbury's (Turner and Woodhaven), Lodi Lake on Turner Rd near the main gate, Lockeford St at Calaveras St, Hale Park, Loel Center, Smart and Final, Central Ave at Tokay St, Central Ave at Boys and Girls Club, Kofu Park, Municipal Service Center, Lower Sac at Tejon, Stockton St at Lodi P&R, Stockton at Pine, Central at Cypress, Cherokee at Rancho San Miguel, Kettleman at Hollywood Video, Lodi Adult School, Hutchins at Century, Ham at Lodi, Ham at Lodi Memorial Hospital, Kettleman at IHOP, Cherokee at Hale, Cherokee at Lodi, Church at Locust, Kettleman at Ham, Lower Sacramento at Vine

3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Contractor agrees to provide the trainer(s)/supervisor(s) to the Customer at no additional charge to the Customer. The trainer(s) / supervisor(s) will remain onsite, in the immediate work area while crewmembers are present. The Contractor has the sole responsibility of all Workers' Compensation and wages paid to each crewmember and staff assigned to the work site.
4. The Contractor and not the Customer, will pay all crewmember wages; all personnel costs and liabilities (e.g., Workers' Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Transit Facility Cleaning" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the Customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, or causes harm to persons through negligence, the Contractor will be responsible for all liabilities including repairing or replacing the Customer's property.
7. Notwithstanding the provisions of section 5 below under the "Customer's Responsibilities", all crewmembers will comply with the health and safety regulations established by the Customer while performing the contract services.

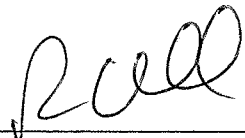
The Customer's Responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services of \$46.50 for each hour associated with the "Transit Facility Cleaning". This cost will not exceed \$40,000 per year regardless of hours worked. This shall be considered full compensation for all the Contractor's expenses incurred in the performance of the contract.
2. The Customer will provide all Contractor crewmembers with "Transit Facility Cleaning" supplies and equipment specific to "Special Services" as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer, within reason, will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract on an as needed basis.
4. The Customer will maintain confidentiality of all records and transactions with the Contractor.
5. The Customer will indemnify and hold harmless the State of California, its officers, agents and employees from any and all claims and losses occurring or resulting to any persons, firm or corporation that may be injured or damaged by the Contractor in the performance of this contract. This indemnity shall not apply to on the job injuries caused by the Contractor's Workers' Compensation injuries incurred by the Contractor's crewmembers.

The Contractor and the agent employees of the Contractor, in the performance of the contract, are acting in an independent capacity and not as officers or employees of the State of California.

| FY 12-13 | July | August | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | June | Total |
|----------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|
| Hrs. Serviced | 68.25 | 74.75 | 61.75 | 74.75 | 68.25 | 61.75 | 68.25 | 65 | 68.25 | 71.5 | 74.5 | 70 | 827 |
| Parking Lot cost per Hr. | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | \$46.50 | |
| Parking Lot Cost per Month | \$3,173.63 | \$3,475.88 | \$2,871.38 | \$3,475.88 | \$3,173.63 | \$2,871.38 | \$3,173.63 | \$3,022.50 | \$3,173.63 | \$3,324.75 | \$3,464.25 | \$3,255.00 | \$38,455.50 |

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and the City of Lodi agree to all the stipulations in the agreement and its attachments:



 Signature of Contractor Representative

4/24/12

 Date

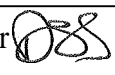
 Signature of Customer Representative
 Konradt Bartlam, City Manager

 Date

ATTEST:

APPROVED AS TO FORM:

 Randi Joh, City Clerk

 D. Stephen Schwabauer
 City Attorney 

2012-2013 Transit Facility Schedule

July

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 Days Worked

**Landscape Maintenance Contract
City of Lodi
Hutchins Street Square**

This contract agreement is made and entered into, this 1st day of July, 2012 between United Cerebral Palsy Association of San Joaquin, Amador, and Calaveras Counties, (hereafter referred to as the Contractor) and The City of Lodi, Hutchins Street Square, (hereafter referred to as the Customer).

This contract defines the responsibilities associated with the provision of "Landscape Maintenance" services by the Contractor for the Customer. The Contractor, beginning July 1, 2012, will provide services associated with the "Landscape Maintenance" project.

The services for "Landscape Maintenance" outlined in the following proposal will be conducted by persons with disabilities affiliated with the Contractor's Supported Employment program. This program is considered cost-effective for the State of California because it transitions adults with special needs into gainful employment opportunities that they would otherwise not be able to obtain under normal circumstances. Because of the unique working relationship associated with this contract the City of Lodi's specific needs for "Landscape Maintenance" will be met as well as the needs of the disabled worker.

The working relationship defined under this contract may be extended or terminated by either party with a written one-month notice or mutually agreed upon time.

The Contractor's responsibilities

1. The Contractor will provide the staff to make up one (1) crew, totaling four (4) crewmembers, to ensure the production needs of the contract are met. The Contractor will assign one, (1) supervisor/job coach to ensure quality and accuracy of all duties associated with the required work. It shall be the responsibility of the supervisor/job coach to keep accurate account of each service performed and to monitor the quality standards set forth by the Customer. With prior approval, the Contractor may make modifications to the work station/area to accommodate crewmembers at no cost to the Customer.
2. The contractor will perform the work associated with "Landscape Maintenance" at the City's Hutchins Street Square location.
3. It shall be the responsibility of the Contractor to train, supervise, schedule and oversee all crewmembers at no cost to the Customer. The Crew Instructor(s) will remain on-site, in the immediate work area while crewmembers are present.
4. The Contractor and not the Customer will pay all crewmember and supervisor/job coach wages; all personnel costs and liabilities (e.g., Worker's Compensation, insurance, state and federal taxes as well as any reimbursement costs), associated with the "Landscape Maintenance" services rendered.
5. Detailed tracking documents, time studies and the invoice will be submitted to the customer on a monthly basis.
6. The Contractor will properly maintain all equipment and supplies to ensure that the project services associated with the daily operations are not negatively effected. If the Contractor damages any property due to negligence, the Contractor will be liable to repair or replace the Customer's property.

7. All crewmembers will comply with the health and safety regulations established by OSHA, the State of California, and the Customer while performing the contract services.
8. The Contractor will make up the lost hours due to holidays, the following business day.
9. The Contractor will provide the following service once a week;
 - a. Mowing all grass areas designated by Hutchins Street Square.
 - b. Edge around grass areas designated by Hutchins Street Square.
 - c. Weed whack all areas including utility boxes, sprinklers heads etc.
 - d. Blow and clean up all areas worked by contractor.
 - e. Weed and trim all shrubs, trees and plant life in flowerbeds.

The Customer's responsibilities

1. The Customer will reimburse the Contractor by the fifteenth (15th) working day of each month, after submission of invoice for services rendered, associated with the "Landscape Maintenance". The method of reimbursement shall reflect a rate of \$45.25 per hour multiplied by the total number of hours worked for that month.
2. The Customer will provide all Contractor crewmembers, with "Landscape Maintenance" supplies and equipment specific to the daily "Landscape Maintenance" duties as well as 'Special Services' as outlined in the proposal, to ensure the production and productivity of the contract is performed to the Customer's standards.
3. The Customer within reason will assist the Contractor crewmembers in locating and centralizing tools and equipment specific to the contract when necessary, to improve services. Other consultations will be conducted on an as needed basis.
4. To the greatest extent permitted by the public records act and other applicable law, the Customer will maintain confidentiality of all personal and medical records and transactions specific to the Contractor's employees.

Landscape Maintenance Cost Projection

| FY 12-13 | July | August | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | Total |
|----------------|------------|------------|------------|------------|------------|----------|------------|----------|------------|------------|------------|------------|-------------|
| Hrs. Serviced | 71.5 | 77 | 38.5 | 49.5 | 44 | 22 | 27.5 | 22 | 44 | 71.5 | 77 | 66 | 610.5 |
| Cost Per Hr. | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | \$45.25 | |
| Cost Per Month | \$3,235.38 | \$3,484.25 | \$1,742.13 | \$2,239.88 | \$1,991.00 | \$995.50 | \$1,244.38 | \$995.50 | \$1,991.00 | \$3,235.38 | \$3,484.25 | \$2,986.50 | \$27,625.13 |

By binding signatures, United Cerebral Palsy of San Joaquin, Calaveras, & Amador Counties and The City of Lodi, Hutchin's Street Square agree to all the stipulations in this agreement and its attachments:



Signature of Contractor Representative

4/24/12

Date

Signature of Customer Representative
Konradt Bartlam, City Manager

Date

ATTEST :

APPROVED AS TO FORM:

Randi Johl , City Clerk

D. Stephen Schwabauer
City Attorney

2012-2013 Landscaping Crew Schedule

July

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

August

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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
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September

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October

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November

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December

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| 27 | 28 | 29 | 30 | 31 | | |

February

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| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | | |

March

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April


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May

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| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

June

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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

 Days Worked

RESOLUTION NO. 2012-94

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING CONTRACTS FOR FISCAL YEAR 2012/13
FOR DOWNTOWN CLEANING, TRANSIT FACILITY
CLEANING, AND HUTCHINS STREET SQUARE
LANDSCAPE MAINTENANCE

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WHEREAS, United Cerebral Palsy (UCP) has been working for the Public Works Department since 2000 at several City facilities; and

WHEREAS, the downtown emphasis is placed on School Street and addresses street furniture, trash, litter, spills, and leaf removal. The transit facility service addresses the exterior of the Lodi Station, the Lodi Parking Structure, and sheltered bus stops. The Hutchins Street Square service includes weekly landscape maintenance such as mowing, edging, and shrub trimming; and

WHEREAS, the UCP program provides meaningful work for the disabled. The program includes transportation and direct supervision for the crew at a contract rate of \$46.50 per hour for downtown cleaning and transit facility cleaning; and \$45.25 for Hutchins Street Square landscape maintenance. UCP is the only known non-profit organization that pays the disabled the State minimum wage. In addition to strengthening the self-esteem of these crew members, the citizens of Lodi continue to receive excellent services at a very competitive price.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the contracts for fiscal year 2012/13 with United Cerebral Palsy of San Joaquin, Amador, and Calaveras Counties, of Stockton, for downtown cleaning in the amount of \$46,686; transit facility cleaning in the amount of \$38,456.50; and Hutchins Street Square landscape maintenance in the amount of \$27,625.13.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-94 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk